

## **Engagement Agreement**

This Engagement Agreement sets forth the terms under which Bartlit Beck LLP ("Bartlit Beck") will represent the Wisconsin State Assembly and Wisconsin State Senate (the "Legislature" or "you") in litigation related to 2011 Act 43, specifically Case No. 3:15-cv-00421-jdp in the Western District of Wisconsin and any actions consolidated for trial with that case (the "Litigation"). Bartlit Beck's engagement hereunder is limited to representing the Legislature in the Litigation through trial and, if requested, on appeal.

### Scope of Representation

The Legislature has already retained Bell Giftos St. John LLC ("BGS") to represent it in the Litigation. Bartlit Beck is being retained to work with BGS. Bartlit Beck will provide overall strategic litigation direction and serve as lead trial counsel through trial and post-trial briefing in the district court. This representation and engagement agreement is entered into jointly and severally – should one client terminate this engagement it will continue with the remaining client with all of its terms fully enforceable as to that remaining client.

### Staffing

Partners, associates, legal assistants and clerical aides will be assigned to the case as needed in the discretion of Bartlit Beck

The Legislature understands and acknowledges that lawyers at Bartlit Beck have ongoing engagements with other clients, which may include schedules that from time to time conflict with schedules in other matters. In the case of a conflict between hearings or the trial in this matter and a previously scheduled hearing or trial for a different client, we will ask for a continuance of the date in your matter until a date when the attorney designated to handle your matter is available. If no such continuance is available, in consultation with you, we will make another attorney of appropriate capability and experience available to handle your hearing or trial.

### Fee Structure

Having considered that a number of different forms of fee arrangements are available in the United States, including hourly fees, fixed fees, flat fees, contingent fees and various combinations thereof, you agree that Bartlit Beck will be compensated for its work in this matter on the basis of a flat fee.

The flat fee through trial—up until the time the district court renders its post-trial decision on the merits—is \$840,000. The Legislature and Bartlit Beck agree that the fee shall be paid as follows: \$120,000 on November 15 or when intervention is granted, whichever is later. An additional \$120,000/month payable on the 15<sup>th</sup> of each month until \$840,000 has been paid or trial has

concluded, whichever is the earlier. This fee proposal is contingent on (1) intervention being granted and (2) a trial in this matter occurring before September 1, 2019. Should intervention be denied prior to November 15, 2018, no fee will be assessed. Should intervention be denied on or after November 15, 2018, you will be responsible for a single installment payment of \$120,000 and no additional fee will be assessed. Should the trial date occur after September 1, 2019, Bartlit Beck and the Legislature will negotiate what, if any, additional fees should be assessed.

In the event that this matter is stayed (including all pretrial proceedings), you will be responsible for the first payment after the date on which the case is stayed, but all additional payments will be suspended until the time that the stay is lifted.

The Legislature recognizes that this flat fee is less than the fees Bartlit Beck would charge in a commercial matter. If, at any point in the Litigation or any subsequent appeal, the Legislature prevails and is entitled to recover its attorney fees, it will seek to recover the full fees it would have incurred had Bartlit Beck charged the fees it charges to its commercial clients. Bartlit Beck will retain records that will permit the calculation of these fees. The Legislature will remit to Bartlit Beck the full amount of any fee award for Bartlit Beck's services, less fees already paid.

#### Cooperation

It is understood and agreed that you will fully cooperate with Bartlit Beck at all times and will promptly provide all information, support and access to personnel that Bartlit Beck reasonably requests or that is otherwise necessary for Bartlit Beck's representation of you in this matter.

#### Termination

You may terminate Bartlit Beck's engagement for this representation in writing, at any time for any reason, provided that you may not terminate Bartlit Beck's representation solely for purposes of avoiding payment of any fee. In the event of termination of this engagement by you, Bartlit Beck shall be entitled to reimbursement of all unreimbursed out of pocket costs and expenses incurred in connection with the case, and payment of all fixed fees incurred through the date of termination.

Upon written notice to you, and subject to applicable rules of professional conduct, Bartlit Beck may withdraw from this representation under the circumstances and pursuant to the terms set forth below:

- A. Bartlit Beck may withdraw from this representation and terminate the engagement if you breach this Engagement Agreement. If Bartlit Beck withdraws from its representation of you due to such breach, Bartlit Beck will be entitled to reimbursement of all unpaid fees and unreimbursed out of pocket costs and expenses incurred in connection with the case, and payment of all fixed fees incurred through the date of withdrawal.
- B. Bartlit Beck also may withdraw from this engagement if it determines in good faith that any claim or position that you seek to pursue or take is without merit, or where continuing with such representation (1) would give rise to a conflict of

interest, (2) would or might reasonably be expected to cause a violation of any applicable ethical rule or rule of professional conduct, or (3) would otherwise present or threaten to present an appearance of impropriety. In the event Bartlit Beck withdraws from this representation on any of these bases, Bartlit Beck will be entitled to receive prompt payment of all unreimbursed out of pocket costs and expenses incurred on your account in the course of the representation, and payment of all fixed fees incurred through the date of withdrawal.

Should you or Bartlit Beck elect to discontinue this representation, Bartlit Beck will take reasonable steps to protect your interests, including by providing pleadings, briefs or other such filings, as well as memoranda and other such substantive work product in Bartlit Beck's possession relating to the representation, provided however that internal Bartlit Beck emails and other such communications shall be deemed the property of Bartlit Beck and shall not be provided.

#### Conclusion of Representation

Unless terminated earlier, this representation and (unless Bartlit Beck is engaged in other matters for you) the attorney-client relationship, will terminate upon your receipt of Bartlit Beck's final invoice reflecting completion of the substantive legal services described above unless expressly agreed in writing otherwise. If no such invoice is issued, this representation (and if no other matters in which Bartlit Beck represents you are open, the attorney client relationship) shall terminate three months after Bartlit Beck's last invoice to you for substantive legal work in this matter. (Subsequent statements sent to collect expenses and/or unpaid balances shall not extend the attorney-client relationship for purposes of the above.)

#### Conflicts of Interest

Mergers and acquisitions sometimes create unanticipated actual or potential conflicts of interests with respect to existing attorney-client relationships. You agree that any merger or acquisition in which you are involved will not be deemed to create a conflict with respect to Bartlit Beck's then existing attorney-client relationships and further agree that you will not seek to disqualify Bartlit Beck from any matter, or to make any claim against Bartlit Beck, based on an alleged conflict arising from such merger or acquisition. In addition, if any court, forum, or any person or entity with which you become affiliated, asserts the existence of a conflict of interest as a result of such merger or acquisition, you agree to waive such conflict and, if necessary, seek a waiver of such conflict from any such affiliate. It is also agreed that the terms of this Engagement Agreement survive any merger or acquisition.

Class actions, litigation trust matters, bankruptcy matters and other such matters involving a large group of plaintiffs or creditors with interests adverse to a debtor, stakeholder or other adverse party often present actual, nominal, potential, or perceived conflicts. You agree that Bartlit Beck may represent clients directly adverse to a class, litigation trust, estate in bankruptcy or other such entity or association in which you have an interest as unnamed class member,

creditor, beneficiary or member, and you waive all conflicts of interests that arise or may arise from such representation, except to the extent that the matter is substantially related to a matter in which we have represented you.

You should be aware that certain of Bartlit Beck's lawyers, in addition to advising our clients, also advise Bartlit Beck and its attorneys regarding their ethical and professional duties and other legal matters. From time to time, attorneys working on your matter may consult these lawyers or lawyers outside our firm for legal advice. You acknowledge and agree that any such consultation is protected by Bartlit Beck's own attorney-client privilege, you hereby waive any right to discovery of those communications and, to the extent such communications themselves might be deemed to create a conflict of interest, you waive any such conflict.

Bartlit Beck may need to consult with or to secure a waiver from its other current or prospective clients who are or may become adverse to you in order to clear or address actual or potential conflicts. You agree that to the extent it is reasonably necessary in such communications, Bartlit Beck may disclose to each such current or prospective client the fact that Bartlit Beck has or has had an attorney-client relationship with you.

#### Choice of Forum

For any controversy or claim, whether in tort, contract or otherwise, arising out of or relating to the relationship between you (including your employees, agents, officers directors, affiliates and any of their successors) and Bartlit Beck (including its partners, employees, affiliated partnerships and any of their successors) you and Bartlit Beck each agree that the exclusive forum shall be the federal or state courts of the city and state of the Bartlit Beck office in which the partner in charge of the matter in dispute is resident.

#### Integration

It is agreed that this Engagement Agreement sets forth completely the terms of the agreement between you and Bartlit Beck and no other agreements, promises, understandings, guidelines or representations have been provided or relied upon in reaching this agreement. This Engagement Agreement cannot be modified in any respect, including by tender of guidelines from you or insurance carriers or any other source, without a writing signed by both Bartlit Beck and you.

### Other Important Terms

- Fixed fee payments will be invoiced based on the terms set forth above.
- This engagement does not cover fees beyond the proceedings before the district court up to the conclusion of the trial. Should you wish to retain Bartlit Beck for any appeal, you and Bartlit Beck will work in good faith to establish the fees related to any such appeal.
- Out-of-pocket costs will be passed through to you dollar for dollar. "Out-of-pocket costs" include normal expenses such as copying, long-distance telephone calls, transcripts, travel, demonstrative exhibits, fees of consultants and experts, etc. Bartlit Beck reserves the right to determine the airline used for travel. Bartlit Beck personnel will fly coach class for domestic air travel and business class for international travel. If Bartlit Beck personnel incur flight expenses in excess of the published fares for such classes of travel (e.g., upgrades, private air carrier, etc.), you will be invoiced only for the published price of the appropriate coach or business class commercial ticket.
- Expert fees and other expenses in excess of \$5,000 individually will be invoiced directly from the provider to you, and paid directly to the provider. Bartlit Beck reserves the right, if necessary, to have you pay in advance any individual expense item in excess of \$25,000.
- You agree that you will directly retain and pay any local counsel and other counsel involved in this matter. Bartlit Beck shall not be deemed to have retained such other counsel, and shall have no responsibility for those firms' fees or expenses.
- The scope of representation set forth above is intended as descriptive only and is not intended as an agreement that each and every task listed shall be performed. The fact that the case, or any phase ends before Bartlit Beck has performed any one of the tasks listed above, or the fact that a certain task may not be performed for other reasons, is not in and of itself grounds for reduction of any portion of the fees set forth above.
- To the extent possible within Bartlit Beck's capabilities, Bartlit Beck will reasonably comply with the requirements of electronic billings systems that you choose to employ in connection with this matter, provided that Bartlit Beck will not be required to pay any fee or incur any deduction for the use of such systems.
- This agreement is not time based. Bartlit Beck shall have no responsibility to record or to supply time records to you, your agents, your insurance carriers, or others.
- It is understood and agreed that Bartlit Beck does not represent, and owes no attorney-client duty to, any insurance carrier or other indemnitor having any involvement with this matter, and it is further agreed that Bartlit Beck may represent clients or otherwise act in a manner directly adverse to such carriers or indemnitors in any other matter. Bartlit Beck will reasonably cooperate with those representing you in connection with insurance coverage or indemnity issues or disputes, including such matters as deductibles, exclusions, scope of insurance, reservation of rights, etc., but absent a specific

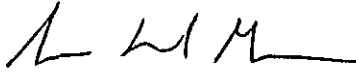
engagement to do so, it is agreed that Bartlit Beck does not undertake to represent you in coverage or indemnity matters.

- The services to be provided hereunder do not include securities advice or opinion letters on any issue, nor representation of you or your affiliates in connections with investigations by, or litigation with, any regulatory body or agency. Should you provide Bartlit Beck with a draft copy of any SEC or other regulatory disclosure or related document that includes a description of pending litigation, Bartlit Beck will review the factual description of the litigation that is included in the filing relating to cases Bartlit Beck is handling, but Bartlit Beck will not provide advice regarding the federal or state securities laws or rules or regulations of the SEC or other regulatory agencies regarding the filing, or any advice regarding materiality or disclosure. You agree that you have engaged or will engage other counsel to advise you with respect to those matters.
- You acknowledge that communications by cellular telephone, facsimile transmission, WiFi, cloud computing, and email pose risks to confidentiality. Nevertheless, you consent to use of such means of communication by Bartlit Beck in this matter.
- Bartlit Beck and its attorneys frequently list their former and current publicly disclosed client engagements in resumes, on the firm's website and in other descriptive materials provided to prospective clients and others. Unless you instruct otherwise, you agree that Bartlit Beck and its lawyers may identify you by name and describe the general nature of the firm's representation of you in such matters in resumes, on its website and in other such materials.

- For purposes of negotiating and finalizing the fee arrangements, the parties agree that Bartlit Beck is acting on its own behalf in arms-length discussions with you. During these discussions, and for purposes of this engagement agreement, Bartlit Beck is not acting as your lawyer or fiduciary representative. You have the right to consult with counsel of your choosing before executing this agreement.

Dated: October 18, 2018

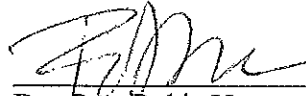
BARTLIT BECK LLP



By: Adam K. Mortara  
Its: Partner

Dated: OCT 22, 2018

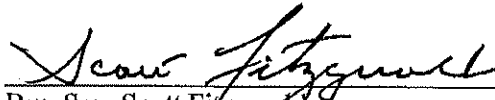
The Wisconsin State Assembly



By: Rep. Robin Vos  
Its: Speaker of the Assembly

Dated: 22 OCT, 2018

The Wisconsin State Senate



By: Sen. Scott Fitzgerald  
Its: Majority Leader